

Bent Creek Utility, Inc.

23 Liberty Place Hattiesburg, MS 39402
601-264-6804

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Sewer System

Sewer leaving the house goes into a 1000 gallon tank (see diagram on next page) with the outlet plumbed like a field line system. It then leaves this tank and goes to a lift station which has an effluent pump in it that is controlled by a float switch and is high level alarmed by a separate float switch.

The best pumps in these stations have been Myers P – 102 effluent pumps. The pump in this station should be able to overcome 80 pounds of head pressure and should have at least 2 check valves that allow the fluid to go one way to Bent Creek Utility's service valve at the street.

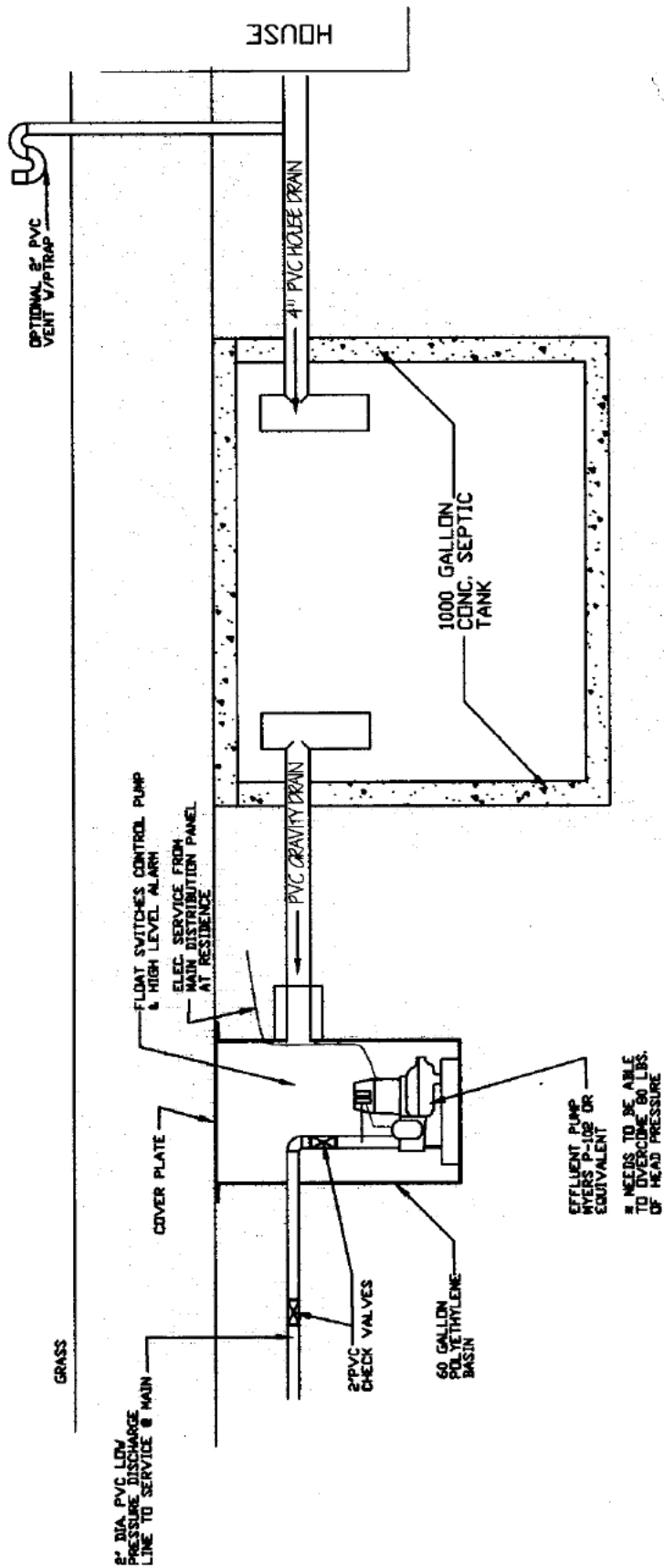
Fees:

Connection Fee	\$150.00
Monthly Treatment Fee	\$ 15.00/month
Optional Service Agreement	\$ 18.00/month
Late Fee	\$ 5.00

All bills become delinquent on the tenth of the month. The late fee applies to all delinquents.

Reconnection Fee	\$ 50.00
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Also, when ownership or tenancy changes, each new applicant for service will be required to pay the reconnection fee which is a non-refundable charge.



TYPICAL RESIDENTIAL PUMP UNIT DETAIL

Bent Creek Utility, Inc.

23 Liberty Place Hattiesburg, MS 39402

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OPTIONAL SEWER MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 20____, by and between BENT CREEK UTILITY, INC. (“Utility”) located at 23 Liberty Place, Hattiesburg, Mississippi, and _____ (“Homeowner”) who owns property located at _____, Hattiesburg, Mississippi. This agreement will go into effect after a 60 day waiting period. (Utility and Homeowner collectively referred to as the “Parties”).

1. Purpose

This Agreement provides for Utility to conduct repair or replacement of outdoor sewage equipment located between the entrance to the septic tank and the sewer service line on the Homeowner’s property, to insure proper operation of the connecting equipment, for a monthly fee.

2. Amount Due from Homeowner

The Homeowner agrees to pay the Utility a fee of \$18.00 per month for this sewer maintenance service. This fee is in addition to the monthly sewer service fee. The Parties agree that this fee is due on the first day of each month for which the service agreement is effective, and will be past due after the tenth day of each month. The parties further agree that past due payments are subject to a \$5.00 late fee per month. If the fee is not paid by the twentieth day of the month, then the Utility reserves the right to terminate this Agreement and its maintenance obligations hereunder. The Utility agrees to provide the Homeowner(s) with notice of any change in the sewer maintenance service fee at least thirty (30) days prior to implementation.

3. Term

The Parties agree that this Agreement will be effective for a term of one (1) year from the date of execution of this Agreement. The Homeowner agrees and acknowledges that Homeowner shall pay the maintenance service fee as set forth above throughout the full one (1) year term and any renewal term as set forth below.

3. Renewal

The Parties agree that upon expiration of the one (1) year term, this Agreement will automatically renew at the then prevailing sewer maintenance service fee for an additional one (1) year term. The Parties agree that either party may terminate this Agreement by providing at least thirty (30) days notice prior to the expiration of the original or any renewal term. The Homeowner agrees that even if termination notice is given, the Homeowner must still make full payment for the remainder of the then current one (1) year term.

4. Transfer

The parties agree that this maintenance agreement is transferable to the purchaser of the Homeowner's above named property, so long as the new purchaser assumes payment of the sewer maintenance service fee under this Agreement and agrees to execute a Sewer Maintenance Agreement at the end of the then current one (1) year term if the new Homeowner(s) desires to continue the sewer maintenance coverage.

5. Services Included

The Utility agrees to provide preventative maintenance repairs and/or replacement of outdoor sewage equipment located between the entry to the septic tank on Homeowner's property to the Utility's service line. **THE PARTIES AGREE THAT THIS SEWER MAINTENANCE AGREEMENT DOES NOT COVER ANY EQUIPMENT LOCATED INSIDE, WITHIN THE WALLS, OR BENEATH THE RESIDENCE LOCATED ON HOMEOWNER'S PROPERTY. THE PARTIES FURTHER AGREE THAT THIS AGREEMENT DOES NOT COVER ANY INTERIOR PLUMBING PROBLEMS OR INTERIOR DAMAGES, INCLUDING BUT NOT LIMITED TO, PROBLEMS CAUSED BY CLOGS, LEAKS, SEWER OVERFLOWS, OR SEWER BACK-UPS.**

6. Grant of Easement

Homeowner hereby grants unto Utility, and its agents, a right of access and easement upon Homeowner's property for the purpose of allowing Utility to conduct its preventative maintenance repair and/or replacement. The Homeowner agrees to hold the Utility harmless for any damage to vegetation caused by sewer problems or repair work required under this Agreement.

Bent Creek Utility, Inc.

Homeowner(s)

By: _____

Title: _____

Date: _____

7. Decline

I decline to participate in the optional service agreement by signing below.

Sign

Print

Address